

**Amendment to the Interconnection Agreement
Between
MCImetro Access Transmission Services LLC
and
Qwest Corporation
Regarding MCI's CLEC Consolidation**

This Amendment between Qwest Corporation ("Qwest"), a Colorado corporation, and MCImetro Access Transmission Services LLC ("MCI" or "Surviving CLEC") on behalf of itself and as successor in interest to the CLEC operations of former MCI competitive local exchange carrier affiliates ("Merged CLECs") (the "Consolidation Amendment") is made and entered into as of the Effective Date of the Agreement. MCI and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, MCI or one or more of the Merged CLECs and Qwest entered into interconnection agreements for service in the state of North Dakota which was approved by the appropriate state Commission ("Commission"); and

WHEREAS, MCI has consolidated its competitive local exchange carrier operations under a single legal entity, Surviving CLEC, due to merger, acquisition or other legal process as described on Exhibit N to the Agreement; and

WHEREAS, MCI and Qwest wish to implement an arrangement under which MCI shall operate all Merged CLEC operations under a single interconnection agreement and continue placing orders utilizing the separate codes of the Merged CLECs instead of combining all facilities under Surviving CLECs codes;

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Surviving Interconnection Agreement

A. MCI and Qwest agree that simultaneously with execution of this Amendment, MCI and Qwest are executing an interconnection agreement ("Agreement") that shall govern MCI's continued operation of the legacy CLEC businesses of the Merged CLECs. Upon Commission approval of the Agreement, any and all and any other interconnection agreements previously used by MCI or the Merged CLECs ("Prior Agreements") shall immediately terminate, except that any outstanding liabilities and/or charges accrued under the MCI or Merged CLECs' Prior Agreements existing and in effect as of the termination date thereof shall be assumed by the Surviving CLEC and be governed by the terms, conditions and rates of the Agreement.

B. The Parties agree that the MCI has legally assumed all rights and liabilities of the Merged CLECs, including but not limited to Billing Account Numbers, any pending order activity, refunds, credits and other related billing matters that may accrue (including but not limited to past due bills or any items under dispute), or that may have accrued but not yet been provided to the Merged CLECs, including charges associated with any unexpired portions of minimum periods and minimum termination liabilities, in all cases to the same extent as such existed as of the Effective Date of the Agreement.

C. Notwithstanding any provision of this Amendment, payment of any refund or extension of any credit or other rights required by law in connection with the services provided to MCI or a Merged CLEC shall be made by Qwest in the manner required by the Agreement or as required by applicable law.

Section 2. Commission Filing/Commission Approval

A. The Parties shall work together in good faith to prepare and file the necessary documents to notify the applicable Commissions of the actions set forth in Section 1 above.

B. This Amendment shall be filed with the applicable state Commission. Notwithstanding, the Parties shall implement the terms of this Amendment and the Agreement, immediately upon execution, without waiting for Commission approval.

Section 3. Ordering, Provisioning and Billing

Notwithstanding Section 1 and Section 2 above, Qwest and MCI agree to process MCI's orders and bill each other according to the terms and conditions set forth in the Agreement, as amended, and this Amendment.

A. MCI shall continue to separately place all orders and submit all bills relating to the Surviving CLEC and each Merged CLEC in the same manner as prior to MCI's consolidation or reorganization. Specifically, orders and billing functions relating to assets (e.g. circuits and collocations) originally assigned to a Merged CLEC shall be placed using the codes originally assigned to such Merged CLEC. Orders and billing functions relating to assets originally assigned to the Surviving CLEC shall be placed using the codes originally assigned to the Surviving CLEC. MCI agrees that it shall be solely responsible to ensure that the correct codes for Merged and Surviving CLECs respectively are utilized when placing orders and for any delays or errors caused by MCI's failure to comply with this process. Any bills to Qwest related to the Merged CLECs shall also utilize separate Merged CLEC codes in the same manner as prior to MCI's consolidation or reorganization.

B. Qwest shall continue processing MCI's orders using the separate Merged CLEC and Surviving CLEC codes and continue to issue separate bills in the name of each Merged CLEC and the Surviving CLEC in the same manner as prior to MCI's consolidation or reorganization. Nevertheless, MCI agrees that the Surviving CLEC is fully responsible for purposes of contract, billing and all other matters for the services being ordered, provisioned and billed, regardless of the Merged CLEC codes being utilized.

C. MCI and Qwest agree that the procedures set forth in A and B above shall apply to all orders that relate or depend upon existing collocations, networks, facilities, systems, and other business operations. With respect to new collocations, networks, facilities, systems, or other business operations ("New Operations"), MCI shall use commercially reasonable efforts, after consultation with Qwest and other affected carriers, to implement such New Operations using only Surviving CLEC codes to the maximum extent feasible.

D. To the extent that MCI requires a billing address change, personnel access updates (systems) or other notice changes, MCI shall submit an updated questionnaire and also agrees to complete any other forms reasonably required by Qwest to accomplish the matters contemplated by this Amendment.

Section 4. Performance Measurements

For purposes of any performance measures, reporting or penalties, including but not limited to PID/PAP, Qwest and MCI agree that Qwest shall treat all entities identified in Exhibit N to the Agreement as a single company as of the execution date of this Amendment. Notwithstanding, Qwest reserves the right to make adjustments to PAP payments as of the actual date of the legal merger, acquisition or other CLEC change applicable to the Merged CLECs.

Section 5. Authorization to Consolidate Merged CLECs and Utilize Codes

A. MCI represents that it has obtained all necessary Commission or other approvals to consolidate, merge or reorganize the Merged CLECs into the Surviving CLEC and continue using the Merged CLEC ACNAs and other codes described on Exhibit N. Upon request, MCI shall provide Qwest documentation supporting such approvals or authorizations.

B. MCI agrees to indemnify and hold harmless Qwest, its affiliates, officers and directors, employees, agents and contractors from any liability, claims, or causes of action arising solely out of its use of the Merged CLEC ACNAs and other codes (instead of the Surviving CLEC ACNAs or codes) as contemplated under this Amendment.

Section 6. Effective Date

A. This Amendment shall be deemed effective upon execution, subject to Commission approval.


B. This Amendment is intended to memorialize the operational status quo between the Parties and to reflect the continued operation of all of MCI's and the Merged CLEC's respective business operations and activities in the same manner in which MCI and the Merged CLECs did so prior to implementing MCI's legal reorganization/consolidation, albeit through a single legal entity (MCI) under a single successor interconnection agreement (the Agreement).

Section 7. Entire Amendment

This Amendment constitutes the full and entire understanding and agreement between the Parties with regard to the subjects herein and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Amendment.

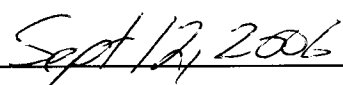
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

MCImetro Access Transmission Services LLC

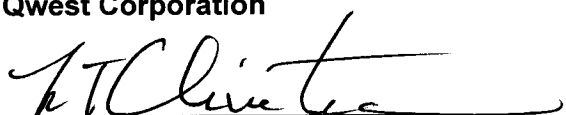

Signature

Peter H. Reynolds
Name Printed/Typed

Director – National Carrier Contracts and
Initiatives
Title

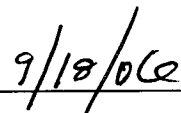

Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title


Date